

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document was signed electronically at the time and date indicated, which may be materially different from its entry on the record.




Russ Kendig
United States Bankruptcy Judge

Dated: 07:55 PM July 27, 2010

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION, CANTON

-----X
In re: : Case No. 10-61033
: :
THE HERALD PRINTING COMPANY : Chapter 11
: :
an Ohio limited liability company, : Judge Russ Kendig
: :
Debtor and : :
Debtor-in-Possession. : :
: :
(Employer Tax I.D. No. 34-1050454) : :
-----X

**ORDER PURSUANT TO 11 U.S.C. §§ 363(b), (f), (m), AND 365, AND
FED. R. BANKR. P. 6004, 6006, AND 9014 (I) AUTHORIZING THE DEBTOR TO SELL
SUBSTANTIALLY ALL OF ITS ASSETS FREE AND CLEAR OF LIENS, CLAIMS,
ENCUMBRANCES AND INTERESTS AND (II) TO ASSUME AND ASSIGN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO**

Before the Court is the motion (the "Sale Motion"), Docket No. 69, filed by the above-captioned debtor and debtor in possession (the "Debtor") on May 17, 2010, requesting (among other things) the entry of an order pursuant to sections 363(b), (f), (m), and 365 of title 11, United States Code (the "Bankruptcy Code"), and Rules 6004, 6006, and 9014 of the Federal

Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the sale (the “Sale”) of substantially all of the Debtor’s assets including those used in the Debtor’s operations, the Debtor’s cash and cash equivalents, and the Debtor’s name, all free and clear of all liens, claims, encumbrances, and interests of whatever type or nature (collectively, the “Interests”), (ii) authorizing the Debtor to assume and assign to the Purchaser, as defined herein, certain executory contracts and unexpired leases associated with the Debtor’s business and (iii) granting related relief; this Court having set July 15, 2010, as the date for the sale of the Assets and the Assigned Contracts and the Debtor having conducted the sale on July 15, 2010; the Debtor having determined that the Purchaser’s bid is the best and highest bid for the Assets; the Court having reviewed and considered the Sale Motion and it appearing that the relief requested in the Sale Motion is in the best interest of the Debtor, its estate, creditors, and other parties in interest in this case; after due deliberation thereon; “Purchase Agreement” shall mean the agreement or agreements between the Debtor as seller, on the one hand, and HPC Acquisition Co., Inc. (“Purchaser”) as buyer; “Assets” shall mean the assets to be sold to the Purchaser pursuant to the Purchase Agreement, more fully described on Exhibit A attached hereto, and executory contracts and unexpired leases to be assumed and assigned to the Purchaser shown on Exhibit B hereto (the “Assigned Contracts”); and good cause appearing therefore, it is hereby FOUND AND DETERMINED AS FOLLOWS:

A. The Court has jurisdiction over the Sale Motion and the transactions contemplated by the Sale Motion pursuant to 28 U.S.C. § 1334 and reference from the District Court for the Northern District of Ohio pursuant to 28 U.S.C. § 157. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case and the Sale Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are sections 363(b), (f), (m), and 365 of the Bankruptcy Code and Rules 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure.

C. As evidenced by the affidavit of service, Docket Nos. 71, 73, 74, and 81 previously filed with the Court, and based on the representations of counsel at the hearing held on July 20, 2010, on the Sale Motion (the “Hearing”) and upon further notice under Rule 6006 of the Federal Rules of Bankruptcy Procedure provided herein, to any non-Debtor party to an executory contract that the Debtor proposes to assume and assign to the Purchaser, together with proposed cure amounts to be paid by the Purchaser; (i) proper, timely, adequate, and sufficient notice of the Sale Motion and the sale has been provided in accordance with sections 363 and 365 of the Bankruptcy Code and Rules 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure; (ii) such notice was reasonable, sufficient, and appropriate under the circumstances; and (iii) no other or further notice of the Sale Motion, is required.

D. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) counsel for the Purchaser; (ii) counsel for the Debtor’s prepetition secured lender(s); (iii) the Office of the United States Trustee; (iv) all entities known to have asserted any lien, claim, encumbrance, alleged interest in or with respect to the Assets; (v) all non-Debtor parties to the Assigned Contracts upon notice provided under paragraph C hereof; and (vi) all other entities that have filed requests for notices pursuant to Bankruptcy Rule 2002.

E. An auction (the “Auction”) for the sale of the Debtor’s assets was conducted on July 15, 2010 and the result of the Auction was that Purchaser was declared to be the winning bidder. The second place bidder was PAF Investments LLC (“PAF”) and PAF was declared the backup bidder in case Purchaser cannot close the transaction.

F. The Debtor has demonstrated sound business justifications for the Sale and the related transactions pursuant to section 363(b) of the Bankruptcy Code.

G. The Sale was negotiated, proposed, and agreed to by the Debtor and the Purchaser as parties thereto without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtor nor the Purchaser have engaged in any conduct that would cause or permit the Sale to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The sole shareholder of Purchaser is intended to be a trust for the benefit of the children of David and Suzanne Stump (the "Stumps"). The Stumps will be the trustees of the trust, as well as officers and directors of the Purchaser. David Stump, is President of the Debtor and the Debtor's major shareholder.

H. The consideration provided by the Purchaser for the Assets and the Assigned Contracts (i) is fair and reasonable; (ii) is the highest and best offer for the Assets and the Assigned Contracts; (iii) will provide a greater recovery for the Debtor's creditors and other interested parties than would be provided by any other available alternative; and (iv) includes the payment of postpetition claims for postpetition delivery of good and services, including fees of retained professionals, to the extent Debtor's cash is insufficient at Closing (as below-defined) to pay such claims..

I. The sale of the Assets to the Purchaser under the terms of this Order will be a legal, valid, and effective transfer, and will vest in the Purchaser all right, title, and interest of the Debtor to the Assets free and clear of all Interests including, but not limited to, those (i) that purport to give to any party a right or option to consummate in the future, any sale, contingent sale, title retention agreement or lease relating to the Assets (or a right or option to terminate the Debtor's or the Purchaser' rights therein), or any similar rights, and (ii) relating to taxes arising

under or out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the date (the "Closing Date") of the consummation of the Sale (the "Closing").

J. The Debtor may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Interests and non-Debtor parties who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests fall also within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim an Interest.

K. Approval and consummation of the Sale at this time is in the best interest of the Debtor, its creditors, its estate, and other parties in interest.

L. The Purchaser would not consummate the transactions contemplated by the Sale, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Assets were not free and clear of all Interests of any kind or nature whatsoever, or if each Purchaser would, or in the future could, be liable for any such Interests and if the transfer could not be made under section 363 of the Bankruptcy Code.

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, EFFECTIVE IMMEDIATELY, THAT:

1. The Sale Motion shall be, and hereby is granted, as further described herein.
2. Defined terms not otherwise defined in this Order shall have the meanings given them in the Sale Motion.

3. All Objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits.

4. Any party that received notice of the Sale Motion and did not object shall be deemed to consent to the relief requested therein and ordered hereby.

5. The Sale as presented to the Court at the hearing on this matter, and all of the terms and conditions thereof, are hereby approved as if fully stated herein, and the Debtor is hereby authorized to execute the Purchase Agreement on such terms as contained therein. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, and in accordance with the terms thereof, as may be necessary to give effect to the intent of the parties as represented to the Court and consummate the transactions contemplated by such agreements, documents or instruments without further order of the Court, provided that any such modification, amendment or supplement is not materially different from the terms presented to the Court and does not have a material adverse effect on the Debtor's estate as defined herein, in form and substance.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and to take all actions and execute all documents as may be necessary to consummate the Sale or effect the transactions referenced in or otherwise contemplated by the Purchase Agreement.

7. The Debtor is authorized and directed to execute and deliver, and is empowered to perform under, consummate, and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be requested by the

Purchaser for the purpose of assigning, transferring, granting, and conveying to the Purchaser or reducing to possession the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

8. In connection with the assumption and assignment of the Assigned Contracts, the Purchaser shall promptly pay or agree to the payment terms for all Cure Amounts. The Debtor shall notice all non-Debtor parties to the Assigned Contracts of the Purchaser's payment terms for all Cure Amounts and, the Debtor shall not be required to take any other action or to make any other payment with respect to any defaults under the Assigned Contracts.

9. Subject to the provisions of paragraph 8 of this Order, the Debtor is authorized and directed to assume and assign the Assigned Contracts to the Purchaser, free and clear of all Interests, and the assignment of the Assigned Contracts is valid under section 365 of the Bankruptcy Code and the Assigned Contracts will be deemed to have been assumed by the Debtor and assigned to the Purchaser effective as of the Closing Date. Pursuant to section 365(k) of the Bankruptcy Code, the assignment by the Debtor of the Assigned Contracts relieves the Debtor and its estate from any liability from any breach of the Assigned Contracts after the Closing Date.

10. The purchase price to be paid by the Purchaser for the sale and transfer of the Assets under the terms of the Sale and the Purchase Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The sale of the Assets and other transactions contemplated by the Purchase Agreements may not be avoided under sections 363(k) or (n) of the Bankruptcy Code.

11. The transactions contemplated by the Sale and the Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the

Bankruptcy Code and, accordingly, the reversal or modification on appeal of this Order shall not affect the validity of the Sale of Assets to the Purchaser, unless such Sale and this Order are duly stayed pending appeal. The Purchaser is a purchaser in good faith of the Assets for all purposes.

12. All of the Debtor's interest in the Assets shall be, as of the Closing Date, transferred to and vested in the Purchaser. Upon the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of any assets acquired by the Purchaser under the Purchase Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the assets acquired by the Purchaser under the Purchase Agreement. In accordance with the Sale and the Purchase Agreement, from and after the Closing Date, the applicable Purchaser shall be granted immediate and unfettered access to the Assets. If Purchaser does not close the transaction by August 31, 2010, then the sale of the assets to PAF shall be approved.

13. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement and this Order, pursuant to sections 105(a), 363(f), and 365 of the Bankruptcy Code, the Assets shall be transferred to the Purchaser free and clear of all Interests of any kind or nature whatsoever, (including but not limited to any liens, claims, rights or encumbrances of any governmental authority or entity, and any other claims, known or unknown, contingent or non-contingent for any environmental liability or products liability), with all such Interests to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against such assets, subject to any claims and defenses that the Debtor and other parties having Interests in the Assets may possess with respect thereto.

14. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and other regulatory authorities, lenders, trade and other creditors holding Interests of any kind or nature whatsoever against or in the Assets (whether

legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to the operation of the Debtor's business prior to the Closing Date, are hereby forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, its officers, and any directors and shareholders of the Purchaser, such persons' or entities' Interests. The Purchaser is buying the Assets free and clear of all liens, claims, encumbrances, and interests of whatever type or natures, including any claims that it may be a successor in interest. All holders or beneficiaries of the Interests are hereby directed to cooperate with the Purchaser in delivering such documents reasonably requested by the Purchaser, which may be necessary to evidence and effectuate the extinguishment of any Interests from or against the Assets.

15. If any person or entity that has filed financing statements, assignments, security agreements, lis pendens, or other documents or agreements evidencing Interests in any of the Assets shall not have delivered to the Debtor prior to the Closing Date in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of all Interests which the person or entity has with respect to the Seller or otherwise, then (a) the Debtor is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets; and (b) the Purchaser are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all interests in the Assets of any kind or nature whatsoever.

16. The Debtor is authorized and directed to transfer immediately all proceeds of the Sale to an escrow account, the escrow agent for which shall be Debtor's counsel. The deposit of \$450,000.00 (the "Deposit") is nonrefundable unless this Court does not approve the transactions

contemplated in the APA. In the event the Sale does not close by August 31, 2010, then the Deposit of \$450,000.00 shall be delivered to PAF. Such delivery to PAF shall be absolute, unconditional and should be made immediately without further notice or action by any party.

17. This Court retains jurisdiction to endorse and implement the terms and provisions of the Sale and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Purchaser; (b) compel delivery of the Purchase Price or performance of other obligations owed to the Debtor; (c) resolve any disputes arising under or related to the Sale or the Purchase Agreement, except as otherwise provided therein; and (d) interpret, implement, and enforce the provisions of this Order.

18. To the extent not inconsistent with or prohibited by applicable law, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Assets other than those expressly assumed in the Sale and under the Purchase Agreement or arising under the Assigned Contracts from and after the Closing Date. Without limiting the generality of the foregoing exclusion, the Purchaser is assuming no obligation for, and (to the extent consistent with applicable law) shall have no responsibility with respect to, the Debtor's accounts payable or liabilities under environmental laws. The Purchaser shall be under no obligation to hire any of the Debtor's employees and shall not assume any obligations to or with respect to such employees, including, without limitation, any obligations for employment compensation, benefits or severance or any obligations under or with respect to any ERISA plan, any multiemployer plan or otherwise, including, without limitation, obligations arising under COBRA, any obligation to provide compensation or benefits pursuant to any employment contract, and any obligations under or with respect to any collective bargaining

agreements. Except for such obligations expressly assumed by the Purchaser, all persons are hereby enjoined from asserting or prosecuting any claim against the Purchaser to recover on any claim such person had, has or may have against the Debtor, its estate or the Assets.

19. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, and their respective affiliates, successors, and assigns and any affected third parties (including, but not limited to, all non-Debtor parties asserting interests in the Assets), notwithstanding any subsequent appointment of any trustee under any chapter of the Bankruptcy Code, upon which trustee such terms and provisions likewise shall be binding.

20. The failure specifically to include any particular provisions of the Sale or the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Sale and the Purchase Agreement be authorized and approved in their entirety as if fully stated herein.

21. Any notices of appeal of this Order must be in writing and must be filed with the Court and served on (a) Anthony J. DeGirolamo, Courtyard Centre, Suite 307, 116 Cleveland Avenue NW, Canton, Ohio 44702; (b) McDonald Hopkins, Attn. Paul Linehan, Esq. 600 Superior Ave. E., Suite 2100, Cleveland, Ohio 44114; and (c) Brouse McDowell, Attn. Marc Merklin, Esq., 388 S. Main St., Suite 500, Akron, Ohio 44311. This Order shall be effective immediately upon its entry. The stays provided under Bankruptcy Rules 6004(g) and 6006(d) are both hereby waived and no stay shall apply to the Sale. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rule 7062 or otherwise. This Order is, and shall be entered by the Clerk in the records of the Debtors' cases as, a "final" order pursuant to Fed. R. Civ. P. 54 and 58 and Bankruptcy Rules 5003, 7054, and 9021.

###

PREPARED BY:

Anthony J. DeGirolamo (0059265)
Courtyard Centre, Suite 307
116 Cleveland Avenue NW
Canton, Ohio 44702
Telephone: 330-588-9700
Facsimile: 330-588-9713
E-mail: ajdlaw@sbcglobal.net

COUNSEL FOR THE DEBTOR AND
DEBTOR IN POSSESSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is made and entered into this ____ day of July, 2010, by and between **The Herald Printing Company**, an Ohio corporation having an address of 625 South Kibler Street, New Washington, Ohio 44854, (“**Seller**”) and **HPC Acquisition Co., Inc.**, an Ohio corporation having an address of 388 S. Main Street, Suite 500, Akron, Ohio 44311 (the “**Purchaser**”).

WHEREAS, Seller is engaged in the business of commercial printing (the “Business”);

WHEREAS, Seller filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Ohio (the “Bankruptcy Court”) as Case No. 10-61033 (the “Bankruptcy Case”) on March 17, 2010;

WHEREAS, upon the terms and subject to the conditions set forth herein and as authorized under the Bankruptcy Code, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, substantially all of Seller’s personal property assets (“Purchased Assets”) in exchange for the payment to Seller of the Purchase Price and the assumption by Purchaser of the Assumed Liabilities; and

WHEREAS, the transactions contemplated by this Agreement (the “Transactions”) are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to this Agreement and a Sale Order, as below-defined, to be entered in the Bankruptcy Case and other applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, and intending to be bound hereby, the parties hereby agree as follows:

1.0 Purchase and Sale of Assets

1.1 Purchased Assets. The Seller agrees to and shall sell, convey, transfer, assign and deliver to the Purchaser under the terms and conditions set forth herein, free and clear of all liens, mortgages, pledges, encumbrances, claims, charges and interests of every kind, on the terms and subject to the conditions set forth in this Agreement those assets listed on Schedule A which include, but are not limited to, all equipment and machinery, all inventory, all accounts, notes and other receivables, cash and cash equivalents, all intellectual property, all goodwill associated with the intellectual property, all other tangible and intangible property assets of Seller to the extent primarily used in or relating to the operating of the Business including the name “The Herald Printing Company” and contract rights, and all Assumed Contracts listed on Schedule B.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Purchased Assets shall not include any of the following assets (collectively, the

“Excluded Assets”): any real property owned by Seller; all causes of action arising or held by Seller under Chapter 5 of the Bankruptcy Code; any shares of capital stock or other equity interests of Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of Seller; any minute books, stock ledgers, corporate seals and stock certificates of Seller, and other similar books and records that Seller is required by law to retain and all tax returns, financial statements and corporate or other entity filings; all insurance policies, all credits or premium refunds thereunder, all interests of Seller in any insurance policies, and the cash surrender value or other proceeds of, or claims of, such insurance policies; all rights and claims in or to any refunds or credits of, or with respect to any taxes, assessments or similar charges paid by or on behalf of Seller, in each case to the extent applicable to any period prior to the Closing Date (but, not any of the foregoing paid by Purchaser); any professional retainers paid by Seller; any and all rights, claims and benefits under any contract that is not an Assumed Contract; any other asset of Seller that is excluded pursuant to the terms of the Sale Order; and all assets of Seller not identified as a Purchased Asset or Assumed Contract or not otherwise identified herein.

1.3 Assumption of Liabilities. On the terms and subject to the conditions and limitations set forth in this Agreement, at the Closing, Purchaser shall assume, effective as of the Closing, the following Liabilities of Seller existing as of the Closing (collectively, the “Assumed Liabilities”) and no others:

(a) all Liabilities arising after Closing under or pursuant to any Assumed Contracts which relate to the performance of the Assumed Contracts after Closing;

(b) all Liabilities occurring, arising out of or relating to the ownership and operation of the Business and the Purchased Assets after Closing;

(c) to the extent not paid at or prior to Closing, all claims and Liabilities for Cure Amounts;

(d) to the extent not paid in advance of Closing, postpetition claims for postpetition delivery of goods and services, including fees of retained professionals; and

(e) any other liability of Seller that is assumed by Purchaser pursuant to the terms of the Sale Order.

1.4 Assumed Contracts.

(a) Assumed Contracts List. Seller shall assume and assign to Purchaser all of the Assumed Contracts listed on Schedule B, as such Schedule may be supplemented by mutual agreement of Seller and Purchaser.

(b) Payment of Cure Amounts. To the extent not paid at or prior to Closing, Purchaser hereby agrees to pay all Cure Amounts.

2.0 Purchase Price; No Assumption of Liabilities or Successor; Hazardous Materials

2.1 Purchase Price. Purchaser agrees to pay the total sum of \$650,000.00 for the Assets (the "Purchase Price") on the Closing Date. The Purchase Price shall be paid as follows:

(a) On execution of this Agreement, Purchaser shall pay Seller a deposit of \$10,000.00.

(b) No later than the close of business July 19, 2010, Purchaser shall pay Seller an additional deposit of \$440,000.00 (and together with the \$10,000.00, the "Deposit"). The Deposit shall be non-refundable unless the Bankruptcy Court does not approve the transactions contemplated herein.

(c) The balance of the Purchase Price shall be paid in cash to Seller on the Closing Date.

2.2 No Assumed Liabilities. Other than as otherwise agreed to herein, the Purchaser does not agree to and will not assume, be responsible for or agree to pay, discharge or perform when lawfully due any of the liabilities, contracts, commitments or other obligations of the Seller, including, without limitation, judgments, accounts payable, taxes, claims relating to products liability, securities law violations, pension welfare plan contributions, and collective bargaining agreements.

2.3 No Successor. Purchaser shall not be a successor-in-interest to Seller and shall have no successor liability to Seller or any creditor, shareholder, officer or employee of Seller under any legal theory.

3.0 Closing and Sale Order

3.1 Time and Place of the Closing. The closing of the sale of the Assets shall take place on or before August 31, 2010, at a location to be agreed upon between the parties. Throughout this Agreement, such event is referred to as the "Closing" and such date is referred to as the "Closing Date." It is intended that the Closing shall take place as soon as Purchaser has satisfied itself that the Seller and the named creditors can deliver clear title to the Purchased Assets upon their receipt of the Purchase Price.

3.2 Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered to Purchaser:

- (a) the Bill of Sale;
- (b) the Assignment and Assumption Agreement;
- (c) the Assignment of Domain Names Agreement;
- (d) the Assignment of Trademarks Agreement;

(e) the Sale Order;

(f) the PAF and Stump Releases (as below-defined); and

(g) all other instruments of assignment, conveyance and transfer, together with any transfer declarations or other filings, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey good and marketable title to the Purchased Assets to Purchaser in accordance with the terms and conditions hereof.

3.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered to Seller:

(a) by wire transfer or other immediately available funds, an amount equal to the Purchase Price;

(b) executed counterparts of the Bill of Sale;

(c) executed counterparts of the Assignment and Assumption Agreement;

(d) executed counterparts of the Assignment of Domain Names Agreement;

(e) executed counterparts of the Assignment of Trademarks Agreement; and

(f) such other documents, instruments and certificates as Seller may reasonably request to transfer, assign and delegate the Purchased Assets and Assumed Liabilities to Purchaser in accordance with the terms and conditions hereof.

3.4 Extended Use of Cash Collateral. Seller will have obtained an extension for the use of its cash collateral until the earlier of Closing or August 31, 2010.

3.5 Other Closing Matters. Each of the parties shall use their reasonable efforts to take such other actions required hereby to be performed by it prior to or on the Closing Date.

3.6 Additional Condition to Close (Entry of Sale Order). Purchaser agrees that it will promptly take such commercially reasonable actions as are reasonably requested by Seller to assist in obtaining entry of an acceptable order under Section 363 of the Bankruptcy Code (the "Sale Order") and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. The Sale Order shall be reasonable acceptable to Purchaser and PAF Investments LLC. In the event the entry of the Sale Order shall be appealed, Seller and Purchaser shall use their respective reasonable efforts to defend such appeal. Without limiting the generality of the foregoing, such Sale Order shall find and provide, among other things, that

(a) the Purchased Assets sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens, claims and interests, such Liens, claims and interests to attach to the Purchase Price;

(b) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code;

(c) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions;

(d) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof; and

(e) this Agreement and the Transactions may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Seller or any Chapter 7 or Chapter 11 trustee of Seller. In addition, the Sale Order shall approve and authorize the assumption and assignment of the Assumed Contracts such that the Assumed Contracts will be in full force and effect from and after the Closing with any non-Seller parties being barred and enjoined from asserting against Purchaser, among other things, defaults, breaches or claims (including cure claims under Section 365 of the Bankruptcy Code, except as otherwise specifically provided in the Sale Order) existing as of the Closing or by reason of the Closing.

4.0 Representations and Warranties of the Seller

In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereunder, the Seller makes the following representations and warranties:

4.1 Power and Authority of the Seller.

(a) Seller is a corporation duly organized and legally existing in good standing under the laws of the State of Ohio.

(b) Seller has the power and authority to execute and perform this Agreement and all documents and instruments to be executed by each Seller pursuant to this Agreement. This Agreement has been duly executed and delivered by the Seller and constitutes an enforceable obligation of the Seller in the normal and ordinary course of Seller's business.

4.2 Good Title to and Condition of the Purchased Assets. Upon conveyance to the Purchaser, the Seller shall have good and marketable title to the Purchased Assets free and clear of all liens, mortgages, pledges, encumbrances, claims or interests.

4.3 Litigation Involving the Seller. There are no actions, suits, claims, governmental investigations or arbitration proceedings pending or to the knowledge of the Seller threatened against or affecting the Purchased Assets and, to the best of Seller's knowledge, there is no basis

for any of the foregoing. To the best of Seller's knowledge, there are no outstanding orders, decrees or stipulations issued by any federal, state, local or foreign judicial or administrative authority in any proceeding to which the Seller is or was a party which would prohibit the sale of the Purchased Assets.

4.4 Accuracy of Information Furnished by the Seller. To the best of Seller's knowledge, no representation, statement or information made or furnished by the Seller to the Purchaser, including those contained in this Agreement and the various schedules attached hereto and the other information and statements referred to herein and previously furnished by the Seller to the Purchaser pursuant hereto, contains or shall contain any untrue statement of a material fact or omits or shall omit any material fact necessary to make the information contained therein not misleading.

4.5 Broker. The Seller has not employed or retained any person, firm or corporation to bring about or to represent it in the transactions contemplated hereby.

4.6 Miscellaneous. There are no pending lawsuits, no threatened lawsuits, and no asserted or threatened violations which may affect the Purchased Assets or any part thereof or Seller's ability to perform this Agreement.

5.0 Additional Covenants of the Seller

5.1 Best Efforts. The parties will use their best efforts to cause to be satisfied as soon as practicable and prior to the Closing Date all of the conditions to their respective obligations to effectuate the Transactions.

5.2 Conveyance of Title to Purchased Assets. Upon the payment of the Purchase Price, Seller shall convey title to Purchaser of the Purchased Assets.

5.3 Conduct of Business. Seller shall conduct its business in the ordinary course between the date hereof and the Closing Date and shall not permit a material deterioration in the amount of inventory and accounts receivable.

6.0 Representation and Warranties of Purchaser

6.1 Power and Authority of the Purchaser.

(a) Purchaser is a corporation duly organized and legally existing in good standing under the laws of the State of Ohio.

(b) Purchaser has the power and authority to execute and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes an enforceable obligation of the Purchaser in the normal and ordinary course of Purchaser's business.

6.2 No Untrue Representation. To Purchaser's knowledge, no representation or warranty made by the Purchaser in this Agreement contains or will contain any untrue statement of a material fact.

6.3 Inspection of Purchased Assets. Purchaser acknowledges that it had an opportunity to inspect and did inspect all of the Purchased Assets to be sold under this Agreement and agrees to accept them as is, where is, with all faults, except that Purchaser shall have no obligation to accept any Purchased Asset which contain hazardous materials or which are contaminated.

7.0 Conditions to the Obligation of the Purchaser

The obligation of the Purchaser to purchase the Purchased Assets shall be subject to the fulfillment at or prior to the Closing Date of each of the following conditions:

7.1 Accuracy of the Seller's Representations and Warranties and Compliance by the Seller with Its Obligations. The representations and warranties of the Seller contained in this Agreement shall have been true and correct at and as of the date hereof, and they shall be true and correct at and as of the Closing Date with the same force and effect as though made at and as of that time. The Seller shall have performed and complied with all of its obligations required by this Agreement to be performed or complied with at or prior to the Closing Date.

7.2 Receipt of Necessary Consents. All necessary consents or approvals of third parties, including PAF Investments LLC, to any of the transactions contemplated hereby, the absence of which would materially affect Purchaser's rights hereunder, shall have been obtained and shown by written evidence satisfactory to the Purchaser.

7.3 No Adverse Litigation. There shall not be pending or threatened any action or proceeding by or before any court or other governmental body which shall seek to restrain, prohibit or invalidate the sale of the Purchased Assets to the Purchaser or any other transaction contemplated hereby, or which might affect the right of the Purchaser to own, operate in their entirety or control the Purchased Assets, and which, in the judgment of the Purchaser, makes it inadvisable to proceed with the transaction contemplated hereby.

7.4 Stump and PAF Releases. PAF Investments, LLC along with David Stump, Suzanne Stump, Stump Converting, Inc., Stump Investments, HPC Acquisition Co., Inc., and any other guarantor or surety of the Seller's obligations to PAF Investments, LLC will execute and deliver mutual releases.

8.0 Conditions to Obligations of Seller

8.1 The obligation of Seller to consummate the purchase and sale of the Purchased Assets as contemplated hereby is subject to the fulfillment of the conditions set forth in this Section at or prior to the Closing, any of which may be waived by Seller in its sole discretion.

(a) All of the agreements and covenants contained in this Agreement that are to be complied with, satisfied and performed by Purchaser on or before the Closing Date shall, in all material respects have been complied with, satisfied and performed.

(b) All of the representations and warranties made by Purchaser in this Agreement or in any certificate or document furnished or to be furnished to Seller hereunder, shall be true and correct in all material respects both on and as of the date of this Agreement, and on and as of the Closing Date.

9.0 Certain Actions After the Closing

9.1 Execution of Further Documents and Further Assistance. From and after the Closing Date, upon the reasonable request of the Purchaser, the Seller shall execute, acknowledge and deliver all such further acts, bills of sale, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to convey and transfer to and vest in the Purchaser and protect its right, title and interest in the Purchased Assets, and as may be appropriate otherwise to carry out the transactions contemplated by this Agreement.

10.0 Miscellaneous

10.1 Amendment and Modification. The parties hereto may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing signed by both parties.

10.2 Termination.

(a) Anything to the contrary herein notwithstanding, this Agreement may be terminated and the transaction contemplated hereby may be abandoned:

- i. by the mutual written consent of all of the parties hereto at any time prior to the Closing Date;
- ii. by the Purchaser at any time prior to the Closing Date if there shall be a pending or threatened action or proceeding by or before any court or other governmental body which shall seek to restrain, prohibit or invalidate the sale of the Purchased Assets to the Purchaser or any other transaction contemplated hereby including the Sale, or which might affect the right of the Purchaser to own, operate in their entirety or control the Purchased Assets and which, in the judgment of the Purchaser, makes it inadvisable to proceed with the actions contemplated by this Agreement. In the event of a threatened action or proceeding, Seller shall provide notice with all information in its possession. Purchaser may postpone the closing and shall have fifteen (15) business days to terminate this Agreement under this subsection. If Purchaser fails to do so,

Purchaser's rights hereunder with respect to the disclosed action shall be deemed waived;

- iii. by either party in the event of the material breach by the other party of any provision of this Agreement, which breach is not remedied by the breaching party within thirty (30) days after receipt of notice thereof from the terminating party.

(b) The risk of any loss to the Purchased Assets to be sold by the Seller hereunder and all liability with respect to injury and damage occurring in connection therewith shall be the sole responsibility of the Seller until the completion of the Closing and shall be that of the Purchaser thereafter. If any material part of said Purchased Assets shall be damaged by fire or other casualty prior to the Closing Date hereunder, the Purchaser shall have the right and option:

- i. to terminate this Agreement, without liability to any party thereto; or
- ii. to proceed with the Closing hereunder, in which event the Purchaser shall be entitled to receive and retain the insurance proceeds arising from such casualty or to offset the amount of such casualty or loss from the Purchase Price.

10.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

10.4 Entire Agreement. This Agreement and the exhibits and schedules attached hereto contain the entire agreement of the parties hereto with respect to the purchase of the Purchased Assets and the other transactions contemplated herein, and supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. Any reference herein to this Agreement shall be deemed to include the schedules and exhibits attached hereto.

10.5 Risk of Loss; Insurance. Risk of loss to the Purchased Assets shall remain on the Seller at all times.

10.6 Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

10.7 Execution In Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

10.8 Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing and delivered personally or sent by certified mail, postage prepaid, as follows:

If to the Seller, addressed to:

The Herald Printing Company

625 South Kibler Street
New Washington, Ohio 44854

with a copy to :

Anthony J. DeGirolamo Esq.
Courtyard Centre, Suite 307
116 Cleveland Ave. NW
Canton, OH 44702
Facsimile No. (330) 588-9713

If to the Purchaser, addressed to:

HPC Acquisition Co., Inc.

742 W. Mansfield Street
New Washington, Ohio 44854

with a copy to:

Brouse McDowell, LPA
388 South Main Street, Suite 500
Akron, Ohio 44311
Attn: Marc B. Merklin
Facsimile No. (330) 253-8601

If to PAF, addressed to:

Celtic Cross Group, LLC

Michael R. Cavanaugh, President
The Hanna Building
1422 Euclid Ave., Suite 727
Cleveland, Ohio 44115

with a copy to:

McDonald Hopkins LLC
600 Superior Ave., East, Suite 2100
Cleveland, Ohio 44114
Attn: Paul W. Linehan
Facsimile No. (216) 348-5474

- -

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail shall be deemed to have been given on the date it is received.

10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed therein.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER

THE HERALD PRINTING COMPANY

By: _____
Name: _____
Title: _____

PURCHASER

HPC ACQUISITION CO., INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

AGED RECEIVABLE TRIAL BALANCE - SUMMARY

CAurand

Monday, July 12, 2010

TIME: 11:08

Statement / Cut-Off Date: 07/12/10

Aging Date: 07/12/10

Cust Numb	Customer Name	Phone	Srep Num	Balance	Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	91+ Days
01155	ABC Printers Inc.	410-213-2022	010	5,538.10	7,523.49	0.00	0.00	0.00	-1,985.39
01307	Advislon Associates Inc	330-899-9500	010	4,802.70	0.00	60.00	1,484.11	0.00	3,258.59
	Service Charges*:								
02160	Ann Street Graphics	304-428-4711	002	10,878.13	518.92	3,931.12	5,424.86	1,003.23	0.00
	Service Charges*:								
02570	Ashland University	419-289-5105	003	4,817.84	0.00	0.00	0.00	0.00	4,817.84
	Service Charges*:								
02571	Ashbrook Center	419-289-5428	003	384.99	0.00	0.00	0.00	0.00	384.99
	Service Charges*:								
03015	Badertscher	740-383-2633	002	6,898.62	3,287.79	0.00	0.00	0.00	3,610.83
	Service Charges*:								
03902	Bloom's Printing , Inc.	740-922-1765	002	6,852.89	3,904.10	0.00	2,948.59	0.00	0.00
04350	Barnes Distribution	216-430-5727	008	10,400.82	3,117.72	2,970.21	4,312.89	0.00	0.00
04708	Buckeye Central High	419-492-2266	001	90.98	0.00	0.00	0.00	0.00	90.98
	Service Charges*:								
05020	CSS Publishing	800-241-4056	002	31,643.01	0.00	0.00	0.00	0.00	31,643.01
	Service Charges*:								
05075	Case Western Reserve Univ	216-231-4567	074	5,299.97	0.00	0.00	5,299.97	0.00	0.00
05425	Cedar Point/Cedar Fair	419-827-2229	003	2,398.07	2,398.07	0.00	0.00	0.00	0.00
05635	Chelsea Building Products	412-826-8077	002	1,209.47	0.00	45.05	1,072.52	91.90	0.00
	Service Charges*:								
06260	Computer Fun	800-448-2385	002	18.87	0.00	0.00	0.00	0.00	18.87
	Service Charges*:								
06298	Coykendall Design	740-387-5617	002	2,105.92	0.00	0.00	0.00	0.00	2,105.92
	Service Charges*:								
06457	Creative Design & Pkging	440-835-4360	008	1,095.34	0.00	0.00	0.00	0.00	1,095.34
	Service Charges*:								
06468	Lesley, Inc.	440-933-9306	074	9,723.33	1,805.99	7,917.34	0.00	0.00	0.00
07086	DAS Construction	800-282-3714	002	122.26	0.00	0.00	0.00	0.00	122.26
	Service Charges*:								
07487	Detrow & Underwood	419-289-0265	003	61,239.73	1,500.24	2,195.32	0.00	0.00	57,544.17
	Service Charges*:								
07775	Diversa Inc	330-873-8763	002	8,184.41	0.00	1,905.92	0.00	0.00	6,278.49
	Service Charges*:								
10045	Harvey Advertising & Desi	419-422-8601	002	595.90	0.00	595.90	0.00	0.00	0.00
10071	Gerber's Poultry	800-362-7381	002	6,154.82	6,154.82	0.00	0.00	0.00	0.00
10133	Mansfield Plumbing Prod.	419-938-5211	003	2,872.33	1,035.71	1,836.82	0.00	0.00	0.00
10183	First Choice Automotive	440-238-3614	060	200.00	0.00	0.00	0.00	0.00	200.00
	Service Charges*:								
10236	Kalmbach Feeds		002	190.88	0.00	139.57	0.00	51.31	0.00
10322	AMINA RE	410-507-4126	010	1,172.45	0.00	0.00	0.00	1,172.45	0.00
	Service Charges*:								
10338	Cleveland Metroparks	216-635-3263	074	9,488.41	9,488.41	0.00	0.00	0.00	0.00
10365	Macs Printing	330-889-0005	003	23,854.91	0.00	0.00	0.00	0.00	23,854.91
	Service Charges*:								
10438	Kibler House Gallery	419-492-9615	050	479.74	0.00	0.00	0.00	0.00	479.74
	Service Charges*:								
10516	IHRA Motorsports	419-860-4215	003	1,595.52	1,108.79	0.00	0.00	0.00	486.73
	Service Charges*:								
10528	Cooper Tires	419-427-4789	002	1,025.22	1,025.22	0.00	0.00	0.00	0.00
10578	Old Time Trucks	765-935-5301	007	10,445.19	7,853.05	265.82	2,328.52	0.00	0.00
10804	Gazette Publishing Co.	419-483-4190	003	912.49	0.00	0.00	0.00	0.00	912.49
	Service Charges*:								
	Total Unapplied Deposits:			-186.62					
10727	Waterloo Intl. Funeral	260-837-4061	002	5,672.64	0.00	4,216.92	0.00	0.00	1,455.72
	Service Charges*:								
10737	BSquared	212-777-2044	001	3,114.46	0.00	0.00	0.00	0.00	3,114.46
	Service Charges*:								
10743	DCI	419-825-5825	003	6.56	0.00	0.00	0.00	0.00	6.56
	Service Charges*:								
10772	Midazo	724-258-3319	001	165,331.54	0.00	3,266.05	0.00	0.00	162,065.49
	Service Charges*:								
10793	Joshua Business Graphics	800-569-3969	002	1,445.56	1,445.56	0.00	0.00	0.00	0.00
10838	Cub Sales	330-273-8669	000	12,382.95	3,419.50	3,581.76	4,324.30	0.00	1,057.39
	Service Charges*:								
10849	Crawford Machine Inc.	419-468-9122	003	725.21	725.21	0.00	0.00	0.00	0.00
10999	Commercial Turf Products		000	1,822.66	1,822.66	0.00	0.00	0.00	0.00
11026	Triad Communications Inc	330-237-3531	003	1,008.80	0.00	0.00	0.00	0.00	1,008.80
	Service Charges*:								
11180	Kostka Enterprises		001	14,203.36	0.00	0.00	0.00	0.00	14,203.36
	Service Charges*:								

AGED RECEIVABLE TRIAL BALANCE - SUMMARY

CAurand

Monday, July 12, 2010

TIME: 11:06

Statement / Cut-Off Date: 07/12/10

Aging Date: 07/12/10

Cust Numb	Customer Name	Phone	Srep Num	Balance	Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	91+ Days
11204	Superior Beverage	614-294-3555	015	2,618.52	2,618.52	0.00	0.00	0.00	0.00
11287	NTRA Advantage	866-678-4289	015	18,353.94	2,645.64	0.00	0.00	508.11	15,200.19
	Service Charges*:								
11344	MTD-Tupelo Production	662-568-9077	000	137.98	0.00	0.00	0.00	0.00	137.98
11388	Terry Ferrell	614-657-9892	015	39.57	0.00	0.00	0.00	0.00	39.57
	Service Charges*:								
11402	Universal Media Syndicate	330-966-9000	007	27,444.58	12,502.10	4,392.59	10,046.20	503.87	0.00
11418	National Swine Registry	765-463-3594	002	333.91	333.91	0.00	0.00	0.00	0.00
11419	Townsend's Sales Inc.	317-738-4047	002	1,326.00	0.00	0.00	0.00	0.00	1,326.00
	Service Charges*:								
11421	Rhino Rubber LLC	877-744-8603	003	893.67	0.00	893.67	0.00	0.00	0.00
11424	Grant Forest Products	803-505-4493	002	1,633.65	0.00	0.00	1,550.77	0.00	82.88
	Service Charges*:								
11425	First Ohio Credit Union	419-435-8513	002	2,679.51	2,679.51	0.00	0.00	0.00	0.00
11429	Olfield Graphics	330-793-2471	002	10,899.48	10,899.48	0.00	0.00	0.00	0.00
11443	Bill Synk	440-785-1983	001	7,048.25	0.00	0.00	0.00	0.00	7,048.25
	Service Charges*:								
11458	Layne Alan Enterprises	419-282-9871	003	9,052.39	8,572.02	380.00	20.00	0.00	80.37
	Service Charges*:								
11459	FMCE-Office of Financial	614-488-4616	074	3,213.30	0.00	1,606.65	1,606.65	0.00	0.00
11462	Heartland Wildlife Inst	419-352-2332	002	3,220.42	0.00	0.00	0.00	0.00	3,220.42
	Service Charges*:								
11466	Will-O-Wood	740-593-6588	002	200.97	0.00	200.97	0.00	0.00	0.00
11470	AA Lifestyle Magazine	218-663-2700	002	27,764.27	0.00	0.00	0.00	0.00	27,764.27
	Service Charges*:								
11507	Inner Workings	330-471-5740	007	2,212.51	0.00	0.00	1,504.02	708.49	0.00
11508	Business Prtg America Inc	859-272-7014	015	15,842.46	0.00	0.00	0.00	0.00	15,842.46
	Service Charges*:								
11518	Primary Packaging	800-774-2247	003	260.92	260.92	0.00	0.00	0.00	0.00
11576	Ameriprint & Copy		008	2,582.51	0.00	0.00	0.00	0.00	2,582.51
	Service Charges*:								
11585	RAE Associates LTD	614-579-9929	001	21,065.53	17,500.00	3,565.53	0.00	0.00	0.00
11609	Square Foot Realty	212-971-1414	007	195.54	195.54	0.00	0.00	0.00	0.00
11615	The Learning Post	440-816-1370	003	10,927.03	0.00	0.00	0.00	0.00	10,927.03
	Service Charges*:								
11625	Mercy Tiffin Foundation		003	544.82	544.82	0.00	0.00	0.00	0.00
11632	Dunbar Pitcher	440-243-4300	002	233.78	0.00	0.00	233.78	0.00	0.00
11656	Polaris Printing/Graphics	614-865-4000	015	600.88	0.00	0.00	0.00	0.00	600.88
	Service Charges*:								
11672	Buchanan Group	317-626-6706	002	17,923.21	1,059.72	15,619.54	1,243.95	0.00	0.00
11673	Gold Star Foods & Gifts	800-648-9515	002	6,522.47	0.00	0.00	0.00	0.00	6,522.47
	Service Charges*:								
11696	Minuteman Press-P.Clinon	419-732-6673	003	6.79	0.00	0.00	6.79	0.00	0.00
11708	Luna Marketing, Inc.	440-239-9970	074	28.36	0.00	0.00	28.36	0.00	0.00
11711	Patriots-Unite Erie Co.	419-626-1053	001	1,158.24	300.87	489.05	368.32	0.00	0.00
11713	City of Columbus	614-645-6508	007	2,444.15	2,444.15	0.00	0.00	0.00	0.00
11721	L & L Special Furnace Co.	610-459-9216	074	387.32	0.00	387.32	0.00	0.00	0.00
11725	Akron-Medina Vet. Hosplt.	330-239-1271	003	464.98	464.98	0.00	0.00	0.00	0.00
11770	First Fed Comm Bk NW	419-492-2101	010	342.85	342.85	0.00	0.00	0.00	0.00
13422	General Electric Lighting	216-266-8661	007	9,822.25	9,822.25	0.00	0.00	0.00	0.00
14215	Gochenour Meats	419-492-2370	050	143.17	143.17	0.00	0.00	0.00	0.00
15460	Henley Graphic	419-994-5488	003	1,982.22	1,982.22	0.00	0.00	0.00	0.00
21062	The Karcher Group	330-493-6141	007	0.00	0.00	0.00	0.00	0.00	0.00
	Total Unapplied Deposits:			-4,878.16					
24265	Lorain-Medina Rural Elec	800-222-5673	003	1,116.07	1,116.07	0.00	0.00	0.00	0.00
24750	Luther Home Of Mercy	419-836-7741	002	1,489.63	1,489.63	0.00	0.00	0.00	0.00
25005	M L Advertising	419-447-6523	002	464.31	0.00	0.00	0.00	85.94	378.37
25051	Mansfield Brass &	419-492-2154	001	207.26	207.26	0.00	0.00	0.00	0.00
25070	Mark Advertising Agency	419-626-9000	003	381.39	0.00	0.00	0.00	0.00	381.39
	Service Charges*:								
25476	Mercy Hospital of Willard	419-933-2931	003	113.05	113.05	0.00	0.00	0.00	0.00
25705	Miami University	513-529-4330	007	2,515.48	0.00	2,515.48	0.00	0.00	0.00
26262	Express Publish. & Print	419-522-0800	003	3,618.89	3,618.89	0.00	0.00	0.00	0.00
26625	Mt Union College	330-821-5320	002	1,111.82	1,111.82	0.00	0.00	0.00	0.00
27360	MTD-Willard Production	419-935-6611	000	2,169.36	2,166.03	3.33	0.00	0.00	0.00
27505	MTD/Cub Production	330-225-7711	000	3,060.66	0.00	0.00	0.00	3,060.66	0.00
27511	MTD/Cub Service	330-273-8669	000	8,484.66	7,469.22	450.52	421.46	0.00	143.46
	Service Charges*:								
29260	North Central Electric	800-426-3072	003	244.16	244.16	0.00	0.00	0.00	0.00
29290	Norwaco	419-668-4471	003	2,802.80	2,802.80	0.00	0.00	0.00	0.00

AGED RECEIVABLE TRIAL BALANCE - SUMMARY

CAurand

Monday, July 12, 2010

TIME: 11:06

Statement / Cut-Off Date: 07/12/10

Aging Date: 07/12/10

Cust Numb	Customer Name	Phone	Srep Num	Balance	Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	91+ Days
30885	OSU Marion	740-389-8786	002	0.00	0.00	0.00	-1,298.05	1,298.05	0.00
32491	Peter Li Education Group	937-293-1415	007	1,928.81	1,928.81	0.00	0.00	0.00	0.00
33413	ProVia Door	330-852-4711	003	28,528.33	28,528.33	0.00	0.00	0.00	0.00
33417	Preisner PIP Printing	740-548-9778	016	1,266.15	611.00	655.15	0.00	0.00	0.00
33419	Prestige Printed Products	216-531-7333	074	124.17	0.00	124.17	0.00	0.00	0.00
33745	Purebred Pub/Brown Swiss	614-575-4620	002	4,557.87	0.00	4,557.87	0.00	0.00	0.00
33746	Purebred Pub/Guernsey	614-575-4620	002	1,661.33	1,661.33	0.00	0.00	0.00	0.00
33747	Purebred Publishing Ayrsh	614-575-4620	002	5,580.16	2,766.82	0.00	0.00	2,813.34	0.00
33748	Purebred/Shorthorn	614-575-4620	002	1,431.93	1,431.93	0.00	0.00	0.00	0.00
33770	Purity Home Products	614-542-9999	015	5,068.06	5,068.06	0.00	0.00	0.00	0.00
36225	Rolls-Royce	740-393-8551	015	387.52	38.80	30.80	65.20	28.56	224.16
	Service Charges*:								
36755	Warren Rupp	419-524-8388	002	9,745.26	2,354.05	911.92	3,194.82	2,729.35	555.12
	Service Charges*:								
37011	Sabre Publishing	440-243-8856	002	52,171.83	438.43	0.00	0.00	20,481.54	31,251.86
	Service Charges*:								
37640	Shepherd Magazine	419-492-2384	002	263.01	263.01	0.00	0.00	0.00	0.00
37890	Skladany Business Service	614-823-6883	015	5,504.87	4,662.24	842.63	0.00	0.00	0.00
38270	Soprema	330-334-0066	003	8,276.09	8,244.45	0.00	31.64	0.00	0.00
38603	St. Bernard Church	419-492-2295	050	256.76	256.76	0.00	0.00	0.00	0.00
38660	Fay Stanfield	419-935-1321	001	7,617.24	0.00	0.00	0.00	0.00	7,617.24
	Service Charges*:								
38670	Stephens Publishing	419-626-5592	003	92.71	0.00	0.00	0.00	0.00	92.71
	Service Charges*:								
38693	Stump's Converting Inc	419-492-2542	001	2,504.32	0.00	0.00	0.00	0.00	2,504.32
	Service Charges*:								
38720	Suarez	330-494-5504	003	3,926.21	1,732.22	2,193.99	0.00	0.00	0.00
39010	Tattle Tale Port	888-835-6668	015	1,370.63	0.00	0.00	0.00	1,370.63	0.00
	Service Charges*:								
40486	True Sports	614-793-4815	015	773.78	773.78	0.00	0.00	0.00	0.00
44630	C E White Company	419-492-2157	001	84.93	84.93	0.00	0.00	0.00	0.00
44725	Wiers Farm Inc	419-935-0131	003	717.86	717.86	0.00	0.00	0.00	0.00
45255	Woodard Photographic	800-589-8411	003	1,428.01	1,428.01	0.00	0.00	0.00	0.00
45472	WQEL	419-562-2222	002	2,301.97	0.00	0.00	0.00	2,301.97	0.00
47220	Doyle Yoder Publishing	330-674-2188	002	1,740.83	1,677.65	0.00	0.00	0.00	63.18
	Service Charges*:								
50760	Spalding Laboratories	408-929-9577	002	2,612.13	2,612.13	0.00	0.00	0.00	0.00
	Grand Total Debits:			974,983.51	222,956.52	133,673.97	56,785.05	43,645.80	515,922.17
	Grand Total Credits:			-144,742.17	-2,109.27	-60,925.39	-12,567.38	-5,438.60	-83,703.53
	Grand Net Totals:			-830,241.34	220,847.25	72,748.58	46,217.67	38,209.20	452,218.64
	Grand Percentages of Net Total:				26.60	8.76	5.57	4.60	54.47
	Grand Total of Service Charges*:			50,144.82					
	Grand Total of Unapplied Deposits:			-5,064.78					

TOTAL Number of Customers Processed: 138

Customer Range: All

SalesRep Range: All

Group By Currency: No

Sort By: Customer Number

Aging By: Due Date

A/R Terms: No

Include History Records: Yes

Job/Order Code 2: All

* Service Charges are included in Net Totals.

MULTIPLE KIND VALUATION - ENDING BALANCE

CAurand

Monday, July 12, 2010

TIME: 11:08

Quantity On Order	Quantity On Hand	Quantity Unpriced	Quantity Available	Quantity Reserved	Item Number	Item Description	Average Price	Item Valuation	Quantity YTD Usage
0	500	0	500	0	801011001200	Coronado Supersmooth Offset 80# 23 x 35 138M Inf. White	0.16985	84.92	0
0	675	0	675	0	801011103100	Cougar Opaque Smooth Offset 70# 23 x 35 119M White	0.10948	73.90	0
0	400	0	400	0	801011302550	Exact Opaque Vellum Offset 50# 23 x 35 85M Cream	0.5271	210.84	0
800	2,200	0	-2,135	4,335	801011302850	Exact Opaque Vellum Offset 50# 23 x 35 85M Yellow	0.0630	138.60	0
0	1,500	0	1,500	0	801011304600	Exact Opaque Vellum Offset 60# 25 x 38 120M Cream	0.0888	133.20	0
0	400	0	400	0	801011400400	Finch Fine VHF Offset 70# 25 x 38 140M Bright White	.20000	80.00	0
0	900	0	900	0	801013502000	Domtar Titanium Smooth Offset 70# 25 x 38 140M Natural	.20000	180.00	0
24,500	1,500	16,750	-55,997	57,497	801014800650	Husky Smooth Offset 80# 23 x 35 102M White	0.06120	91.80	11,315
0	6,000	0	-143,862	149,862	801014800700	Husky Smooth Offset 80# 25 x 38 120M White	0.07184	431.04	0
0	4,000	0	4,000	0	801014800750	Husky Smooth Offset 80# 28 x 40 142M White	0.08307	332.28	0
21,500	500	25,500	-105,198	105,696	801014801100	Husky Smooth Offset 70# 23 x 35 119M White	.07095	35.48	30,725
0	250	1,000	-1,745	1,995	801015852150	Whitehall Vellum Reply Card 75# 25 x 38 150M White	0.10275	25.69	0
100,000	45,000	0	45,000	0	801019602050	Xerox Smooth Offset 50# 11 x 17 20M White	0.01269	571.05	47,983
0	1,100	0	1,100	0	801035405300	Nitecoat Matte Text 80# 23 x 35 136M Cream	0.1302	143.22	0
0	200	0	200	0	801036602600	Porcelain Silk Coated Offset 100# 23 x 35 169M White	0.1166	23.32	0
0	1,100	0	1,100	0	801038403700	Somerset Matte Coated Offset 80# 23 x 35 136M White	0.0942	103.62	0
21,250	4,200	101,750	-54,535	58,735	801039100250	Value Gloss Coated Offset 60# 24 x 36 110M White	0.06226	261.49	111,550
7,500	10,000	16,850	-1,838	11,838	801039101300	Value Gloss Coated Offset 80# 28 x 40 189M White	0.10017	1,001.70	23,900
11,250	1,000	10,300	-1,974	2,974	801039101600	Value Gloss Coated Offset 100# 24 x 36 182M White	0.10400	104.00	54,762
4,500	656	9,500	-2,044	2,700	801039101650	Value Gloss Coated Offset 100# 25 x 38 200M White	0.12000	78.72	13,834
0	750	30,400	750	0	801039101700	Value Gloss Coated Offset 100# 28 x 40 236M White	0.14160	106.20	32,750
32,000	3,000	4,000	3,000	0	801039102000	Value Silk Coated Offset 60# 23 x 35 102M White	.07140	214.20	50
3,500	11,000	500	-35,842	46,942	801039102150	Value Silk Coated Offset 70# 23 x 35 119M White	0.06426	708.86	0
500	9,000	4,450	7,374	1,626	801039102200	Value Silk Coated Offset 70# 24 x 36 127M White	0.07493	674.37	43,000
8,500	1,250	21,400	1,250	0	801039102500	Value Silk Coated Offset 80# 25 x 38 160M White	0.08831	110.39	3,750
0	1,250	21,250	1,250	0	801039102700	Value Silk Coated Offset 100# 23 x 35 169M White	0.1082	135.25	21,250
0	850	0	850	0	801039102800	Value Silk Coated Offset 100# 24 x 36 182M White	0.10203	86.73	12,000
0	750	0	750	0	801061250800	Chorus Art Gloss Cover 80# 26 x 40 320M White	0.23880	177.60	0
0	150	1,000	150	0	801063900400	Kromekote Coated Cover 8 pt CC1S 20 x 26 136M White	0.24137	36.21	0

MULTIPLE KIND VALUATION - ENDING BALANCE

CAurand

Monday, July 12, 2010

TIME: 11:08

Quantity On Order	Quantity On Hand	Quantity Unpriced	Quantity Available	Quantity Reserved	Item Number	Item Description	Average Price	Item Valuation	Quantity YTD Usage
0	400	175	400	0	801083901700	Kromekote Coated Cover 10 pt CC1S 20 x 26 162M White	0.2863	114.52	0
0	350	750	350	0	801068300750	Somerset Matte Coated Cover 9 pt 23 x 35 274M White	0.3596	125.86	0
0	250	0	250	0	801068930250	Tango Coated Cover 8 pt C1S 25 x 38 246M White	0.21814	54.54	7,000
0	1,400	9,250	-653	2,053	801068930450	Tango Coated Cover 10 pt C1S 20 x 26 149M White	.09610	134.54	2,478
2,000	1,000	8,000	-85	1,085	801068930950	Tango Coated Cover 12 pt C1S 25 x 38 319M White	0.2230	223.00	1,000
0	75	0	-197	272	801068931050	Tango Coated Cover 12 pt C1S 28 x 40 376M White	0.31400	23.55	0
0	150	4,350	150	0	801068931350	Tango Coated Cover 15 pt C1S 28 x 40 414M White	0.2950	44.25	0
0	100	200	100	0	801068931850	Tango Coated Cover 24 pt C1S 20 x 26 301M White	0.2167	21.67	200
0	300	2,100	300	0	801068931950	Tango Coated Cover 24 pt C1S 23 x 35 466M White	.33550	100.65	0
0	100	950	14	86	801068932200	Tango Coated Cover 8 pt C2S 20 x 26 144M White	0.13460	13.46	100
1,100	1,800	0	-4,895	8,695	801068932550	Tango Coated Cover 10 pt C2S 20 x 26 173M White	0.1514	272.52	94
0	300	0	300	0	801068933325	Tango Coated Cover 14 pt. C2S 28 x 40 487M White	0.44561	133.68	1,800
0	1,100	0	1,100	0	801068933650	Tango Coated Cover 18 pt C2S 25 x 38 484M White	0.4235	465.85	0
0	1,200	15,350	-10,243	11,443	801068990100	Value Gloss Coated Cover 80# 20 x 26 160M White	0.09920	119.04	26,235
10,250	2,200	23,100	2,200	0	801068990200	Value Gloss Coated Cover 80# 25 x 38 292M White	0.16768	368.68	41,850
0	300	750	-5,761	6,061	801068990500	Value Gloss Coated Cover 100# 20 x 26 200M White	0.12157	36.47	5,826
0	1,000	0	1,000	0	801068990650	Value Gloss Coated Cover 100# 26 x 40 400M White	0.24400	244.00	2,000
0	500	0	500	0	801068990800	Value Gloss Coated Cover 130# 26 x 40 520M White	0.32240	161.20	0
8,500	500	5,800	-2,570	3,070	801068991075	Value Silk Coated Cover 80# 25 x 38 292M White	0.16352	81.76	22,000
0	1,800	0	1,800	0	801068992150	Value Silk Coated Cover 100# 26 x 40 400M White	0.24800	446.40	350
0	1,100	790	-328	1,428	801090302200	Asiobrights Vellum Cover 65# 35 x 23 201M Rocket Red	0.28500	313.50	525
0	200	0	200	0	801090801250	Beckett Ridge Uncoated Cover 80# 26 x 40 320M Greenbrier	.79872	159.74	0
0	250	0	250	0	801092750550	Crushed Leaf Smooth Cover 80# 26 x 40 320M Silver	.40000	100.00	0
0	500	0	500	0	801092800200	Sundance Felt Cover 80# 26 x 40 320M Adobe Tan	.40000	200.00	0
0	400	0	400	0	801092801000	Sundance Smooth Cover 80# 23 x 35 248M Honey	.40000	160.00	27
0	150	0	150	0	801093352250	Element Squares Cover 80# 25.5 x 38 298M Soft Blue	0.682	102.30	0
0	200	0	200	0	801093503875	Environment Smooth Cover 120# 26 x 40 480M UltBrite Whi	1.18745	237.49	0

MULTIPLE KIND VALUATION - ENDING BALANCE

CAurand

Monday, July 12, 2010

TIME: 11:08

Quantity On Order	Quantity On Hand	Quantity Unpriced	Quantity Available	Quantity Reserved	Item Number	Item Description	Average Price	Item Valuation	Quantity YTD Usage
0	250	6,500	250	0	801094001250	Exact Vellum Uncoated Cover 65# 23 x 35 201M Cream	0.1548	38.70	6,250
0	400	0	400	0	801095101250	Howard Linen Cover 80# 26 x 40 320M White	.40000	160.00	0
0	100	100	100	0	801095551000	Curious Metallics Cover 92# 26 x 40 370M Venom	0.00	0.00	0
0	450	0	450	0	801095961500	Oplions Smooth Cover PC100 100# 23 x 35 310M White	0.6014	270.63	0
0	250	0	250	0	801096403400	Passport Felt Uncoated Cover 80# 26 x 40 320M Juniper	.55940	139.85	0
0	50	0	50	0	801097206300	Royal Fiber Smooth Cover 80# 35 x 23 248M Birch	.40000	20.00	0
0	200	0	200	0	801097352500	Speckleton Smooth Cover 100# 26 x 40 400M Kraft	0.8120	162.40	0
0	125	0	-1,705	1,830	801097370100	Starbrite Smooth Cover 65# 23 x 35 201M White	0.1504	18.80	0
0	700	0	700	0	801097370125	Starbrite Smooth Cover 65# 25 x 38 238M White	0.17126	119.88	0
0	384	500	312	72	801097400950	Starwhite Smooth Cover 80# 23 x 35 248M Tiara	0.48500	188.24	157
0	250	0	250	0	801097700100	ESSE Texture Cover 80# 26 x 40 320M Black	.40000	100.00	0
0	150	0	150	0	801098100100	Synergy Felt Cover 80# 35 x 23 248M Natural	.40000	60.00	0
0	150	0	150	0	801098901750	Synergy Felt Cover 130# 26 x 40 Firey Red	.40000	60.00	0
0	500	0	500	0	801099000100	Speckleton Vellum Cover 80# 26 x 40 320M Madero Beach	.40000	200.00	0
0	1,000	0	1,000	0	801099000500	Medallion Felt Cover 80# 23 x 35 248M White	.40000	400.00	0
0	2,000	3,250	2,000	0	801120400520	Capitol Lt Cockle Bond 24# 35 x 22.5 101M White	0.1776	355.20	0
0	1,300	1,750	1,300	0	801120900150	Classic Crest Smooth Writing 24# 35 x 23 101M AvonBrilliant	0.2117	275.21	0
0	200	800	200	0	801120900950	Classic Crest Smooth Writing 24# 35 x 23 103M Whilstone	0.224	44.80	0
0	30,000	0	30,000	0	801125100100	Hammermill Uncoated Offset 24# 11 x 17 24M Ivory	0.02248	674.40	0
0	2,500	0	2,500	0	801129407500	Strathmore Script Writing 24# 35 x 22.5 Bri White Plnstr	.20000	500.00	0
0	800	0	800	0	801129700150	Via Laid Writing 24# 35 x 23 102M Brt.White	.16060	128.48	0
0	965	1,000	965	0	801212000250	Exact Smooth Index 80# 22.5 x 35 182M White	0.13875	133.89	1,342
50	300	550	-427	727	801212003750	Exact Smooth Index 110# 22.5 x 35 223M Canary	0.23200	69.60	0
0	225	0	36	189	801247001150	Springhill Smooth Tag 125# 24 x 36 250M Manila	0.18698	42.07	0
0	150	0	-253	403	801274000550	MacLac Starliner Perm. 60# 27 x 20 Spottle II Silver	2.06753	310.13	0
0	100	0	100	0	801331200650	Astroparche Vellum Text 60# 23 x 35 102M Natural	0.1938	19.38	0
0	650	0	650	0	801331200750	Astroparche Vellum Text 60# 25 x 38 120M Natural	0.194	126.10	0
0	300	0	300	0	801332400050	Cambric Linen Text 70# 23 x 35 119M Arctic	.20000	60.00	0
0	300	0	300	0	801333101750	Classic Crest Smooth Text 80# 23 x 35 136M Pebblestone	.20000	60.00	0
0	700	0	700	0	801333400150	Crused Leaf Smooth Text 70# 23 x 35 119M Gray	0.185	129.50	0

MULTIPLE KIND VALUATION - ENDING BALANCE

CAurand

Monday, July 12, 2010

TIME: 11:08

Quantity On Order	Quantity On Hand	Quantity Unpriced	Quantity Available	Quantity Reserved	Item Number	Item Description	Average Price	Item Valuation	Quantity YTD Usage
0	7,500	0	7,500	0	801334400350	Gainsborough Fell Text 80# 23 x 35 138M Silver	0.3421	2,565.75	0
0	600	0	600	0	801335000500	Mohawk Vellum Text 100# 25 x 38 200M Cool White	.20000	120.00	0
0	800	0	800	0	801335001000	Parchlone Smooth Text 60# 25 x 38 120M White	0.2342	187.36	0
0	1,250	0	1,250	0	801335100500	Smart Text 100# 19 x 25 100M White	.20000	250.00	0
0	200	0	200	0	801335605550	Royal Linen Text 70# 23 x 35 119M Natural	0.18625	37.25	0
0	750	0	750	0	801339600100	Adorra Fell Text 80# 23.5 x 35 136M Pearl	.20000	150.00	0
0	490	1,000	490	0	801365000125	NCR CF Manila Tag 105# 22.7M 8.5 x 11	0.0820	40.18	510
0	250	0	250	0	801365000150	NCR CF White Tag 105# 22.7M 8.5 x 11	0.09485	23.66	0
2,000	490	3,500	490	0	801365600050	NCR 8.5 x 11 White CB	0.0799	39.15	1,010
0	750	0	750	0	801365800110	NCR 8.5 x 11 Blue CB	0.0374	28.05	0
2,000	1,000	3,000	1,000	0	801365800150	NCR 8.5 x 11 canary cfb	0.0734	73.40	500
0	5,500	0	5,500	0	801366000100	NCR 8.5 x 11 Blue CF	0.0295	162.25	0
0	1,500	500	1,500	0	801366000300	NCR 8.5 x 11 Pink cf	0.02317	34.76	0
0	300	5,500	300	0	801366200100	NCR Rev 17.5 x 22.5 precol 3 part	0.1209	36.27	1,330
10,500	480	0	-4,070	5,450	801366600050	NCR Rev 8.5 x 11 precol 2 part	0.03400	16.32	4,709
0	4,500	0	-17,730	22,230	801366600100	NCR Rev 8.5 x 11 Precol 3 part	0.03576	160.92	3,030
0	324	0	324	0	801421000400	Chipboard .026 26 x 38 White 80#	5.28994	1,713.94	0
0	450	0	450	0	801510000100	Sedona Cover 17 pl. 25.5 x 36 508M Navy	2.7338	1,230.21	0
0	700	0	700	0	801511500350	Polyart 75# 23 x 35 5.5 PT White	.50800	355.60	0
0	1,000	0	1,000	0	801511500550	Polyart 95# 25 x 38 7 PT White	.71645	716.45	0
200	3,000	3,000	3,000	0	801513000500	EC Tags #7 Manila	0.0241	72.30	0
0	3,200	3,200	-410	3,610	801513300350	EC Tags 15 pt #8 Yellow	0.0429	137.28	0
0	3,300	3,300	2,070	1,230	801513300400	EC Tags 15 pt #8 Red	0.0434	143.22	0
0	1,000	0	1,000	0	801513320100	EC Tags 13pt. #8 Manila	0.04741	47.41	0
0	7,150	0	7,150	0	80151500555	Polyart 95# 19 x 25 7 pl.	0.3582250	2,561.31	0
0	36	0	36	0	801518000010	Tag Wire 28 12 Inch	7.5000	270.00	0
0	500	0	500	0	801519000150	Vegetable Parchment Offset 39# 25 x 38 78M White	0.1141	57.05	0
0	800	0	734	66	801519000475	Clear Cling Vinyl 8 Mil 18 x 24 330M Clear	0.8590	687.20	0
0	500	0	500	0	801519000700	Low Tinc White Vinyl 4 mil. 27 x 20 0-Split	1.1740	587.00	0
0	200	250	200	0	801519100100	Styrene Matte/Matte std. opq. 10 pl. 23 x 40 422M White	1.16444	232.89	0
0	988	0	988	0	802010006000	RS Windsor Offset 50# 26"	.45000	435.60	0
0	35,765	0	35,765	0	802010552500	RS Windsor Offset 50# 35"	0.4500	16,094.25	0
0	450	0	450	0	802010601000	RS Abisbi All Offset 35# 35" Vellum	0.46	207.00	0

MULTIPLE KIND VALUATION - ENDING BALANCE

CAurand

Monday, July 12, 2010

TIME: 11:08

Quantity On Order	Quantity On Hand	Quantity Unpriced	Quantity Available	Quantity Reserved	Item Number	Item Description	Average Price	Item Valuation	Quantity YTD Usage
8,523	17,086	0	17,086	0	802011001500	RS Metropaque Smooth Offset 50# 35" White	0.63500	10,849.61	15,459
0	12,554	12,554	12,554	0	802011005000	RS Lynx Opaque 70# 35"	0.0000	0.00	0
0	806	0	806	0	802011750100	RS Premium Newsprint 35# 17.5"	0.4100	330.46	0
0	8,887	0	8,887	0	802030001000	RS Unisource Gloss Text 40# 30.125"	0.4800	4,265.76	0
0	297	0	297	0	802030001750	RS Orion Satin Text 70# 35"	0.50	148.50	0
0	1,474	0	1,474	0	802030006000	RS Orion Gloss Text 50# 26.5"	0.65	958.10	0
0	1,344	0	1,344	0	802030200000	RS Niagra Gloss Text 45# 17.5 White	0.5	672.00	0
0	249	0	249	0	802030620000	RS Somerset Satin 60# 17.5"	0.5	124.50	0
0	942	0	942	0	802031001000	RS Cosmogloss Text 45# 35"	0.5	471.00	0
0	2,586	0	2,586	0	802031001025	RS Satin Matte Text 45# 35"	0.2002	517.72	0
0	14,000	0	14,000	0	8051	10 X 13 QP Catalog 28# WW White	.04050	567.00	0
0	25,000	0	25,000	0	80510	6 3/4 QP Regular 24# WW White	.01195	298.75	0
0	3,000	0	3,000	0	80512	6 X 9 QP Booklet 24# WW White	0.0199	59.70	0
0	7,000	5,000	7,000	0	80516	9 X 12 QP Booklet 24# WW White	.03610	252.70	0
0	5,000	0	5,000	0	80519	9 X 12 QP Catalog 24# WW White	.03600	180.00	0
0	52,500	0	52,500	0	8052	#10 QP Recycled Business White	0.01990	1,044.75	0
0	24,000	12,000	24,000	0	80525	6 3/4 QP Remittance #24 WW White	0.02354	564.96	10,500
0	1,500	0	1,500	0	80529	9 X 12 QP Catalog Peel Seal 28# White Seal & Seal	0.0753	112.95	0
0	50,000	12,500	50,000	0	8053	#9 QP Regular 24# WW White	.01150	575.00	0
0	1,000	0	1,000	0	80535	#9 RIS Remit 24# WW White	0.0358	35.80	0
0	70,000	0	70,000	0	80539	3 3/4 X 7 JBM Drive In 24# WW White Pank Env.	.01640	1,148.00	0
0	114,000	257,500	114,000	0	8054	#10 QP Regular 24# WW White	0.01282	1,461.48	204,500
0	500	500	500	0	80543	#4 Baronial RIS StarWhite 70# StarWhite Tiara Vellum	0.0460	23.00	0
0	1,500	0	1,500	0	80544	#10 RIS Hammermill Bond 24# White	0.0429	64.35	0
0	2,000	2,500	2,000	0	80546	#10 Classic Crest 24# WW White	0.00	0.00	2,500
1,000	1,000	1,000	1,000	0	80549	6 X 9 RIS Tyvek PeelSeal 14# White 1st Class Catalog	0.00	0.00	0
0	1,500	0	1,500	0	8055	9 X 12 QP Booklet 28# WW White	0.037	55.50	0
0	8,500	10,000	8,500	0	80550	6 x 9 Starline Booklet 24# White	0.00	0.00	0
0	500	500	500	0	80551	A-2 RIS Starwhite 70# TV White Tiara Vellum	0.00	0.00	0

MULTIPLE KIND VALUATION - ENDING BALANCE

CAurand

Monday, July 12, 2010

TIME: 11:08

Quantity On Order	Quantity On Hand	Quantity Unpriced	Quantity Available	Quantity Reserved	Item Number	Item Description	Average Price	Item Valuation	Quantity YTD Usage
0	400	1,500	400	0	80552	#10 RIS: Regular Tinted 24# WW White	0.00	0.00	1,100
0	5,250	5,250	5,250	0	80553	A-2 RIS: Cougar 60# White Smooth	0.00	0.00	0
2,500	22,500	42,500	22,500	0	8057	#10 QP Window 24# WW White	0.01586	356.85	5,000
12	3	0	3	0	90390	Pressroom Supplies	648.07667	1,644.23	0

TOTAL Items Processed: 152

TOTAL Qty On Order: 284,435
 TOTAL Qty On Hand: 715,736
 TOTAL Qty Unpriced: 737,219
 TOTAL Qty Available: 203,538
 TOTAL Qty Reserved: 512,200

TOTAL Stock Value: 0.00
 TOTAL Other Value: 71,933.31
 TOTAL Material Value: 71,933.31

Item Number Range: ALL
 Item Name Range: ALL
 Type Code Range: ALL
 Sort By: Item Number
 Price By: Average Price
 Skip On-Hand = 0: Yes
 Kinds Selected: ALL

	<u>Total</u>			
PC and Macs	68/14			
Servers	12	68x400=27200	14x800=11200	38400
Monitors	85	12x1000=12000		12000
Printers	24	75x75=5625	10x200=2000	7625
Phones	53	24x150=3600		3600
Desk	45	53x50=2650		2650
Chairs	91			
Cubicals	36			
Binder/Cabinets	146			
Switches	5	5x500=2500		2500
Fax Machines	5	5x150=750		750
Conference Table	2			
Conference Chairs	14			
Couch/Chair	2			
Lobby Cabinets	7			
TV/VCR	2			
Radio	1			
Wooden Shelves	15			
Paper Shredder	1			
Wooden Tables in Prepress	10			
Drum Scanner	1			
Light Board	1			
Plate Punch	1			
Phone Cabinet	1	1x500=500		500
Amplifiers	4			
Server Rack	4			68025
Floor Air Conditioners	3			
Kitchenettes	2			
Epson 9000 Proofer				
HP 5000 Double Proofer				

Presses:			
Miehle-Man Roland	40"	4clr.	634
Miehle-Man Roland	40"	6clr.	638
Miehle-Man Roland	40"	2clr.	619
Roland			40"
Miller	Perfector	40"	6clr plus co; 25119B
Web			6clr TP104
Ryobi	2 Color		MGD
Miscellaneous Press Parts			Miehle-Goss-Dexter
Letterpress:			
Miller 21x28			
Miehle Verticle Press			
Flatbed Press			
C&P Press			
Existing Dies / materials			
Folders:			
MBO 1	B-26-S-C	Main Machine	S03/124
MBO 1	B-26-S-2-26-4	8pg unit	S03/124
MBO 1	B-26-S-3-22-4	16pg unit	S03/124
MBO 1	ASP 66-2ME	crusher de	80615
MBO 3	B26-S-C	Main Machine	S03/131
MBO 3	B26-S-2-26-4	8pg unit	S03/131
MBO 3	B26-S-3-22-4	16pg unit	S03/131
MBO 3	ASP-66-2ME	crusher de	80617
MBO 2	B26-C	Main Machine	E08/02
MBO 2	B26-2-26-4	8pg unit	E08/02

MBO 2	B26-3-15-4	16pg unit	M06/46
MBO 2	A76-DC	Delivery	E09/33
MBO 4	T-49-44	Main Machine	B-07-22
MBO 4	T-49-44	8pg unit	B-07-22
MBO 4	A-56	Delivery	62365
MBO 5	T49-C	Main Machine	F1/27
MBO 5	T49-2-49/4	8pg unit	F1/27
MBO 5	A49-DC	Delivery	J-08/15
MBO 5	T-49-2-49/4	GLUE UNIT	K.01/11
MBO	Z2	Z-Knife	8027
Central	CP322U	Tape System	961366
Shrink wrapper:			
Voneiff Gibson	8 Ft Lug		112702
Voneiff		3000-1 Ba	112701
Voneiff		T1000 Oven	112703
Pocket folder			
Moll		Pocket folder	878
Moll		Bump & Turn	465
Moll		Final Fold	496
Moll		Dial a Stack	510
Moll		Perf & Crease	483
Moll		Glu- Bind	431
ASP662ME crusher			
ASP662ME crusher			
Saddlebinders			
Harris	562-8	8 gather	717G
McCain	6 gather		MTA16120488

Weld-O-Tron Shrink Tunn
Weld-O-Tron Shrink Unit

Cutters

Wohlenburg
Wohlenburg

Type 115
Type 115

3256-006
3727-006

Heinrich Bauman

Pile Lift

51533

Heinrich

Jogger Table

211.554

Heinrich

Stacker BA3N

1246

CP322U Taping System

Z2Knife

Miscellaneous Bindery Parts

Quincy

5120 Air Compressor

6051666

Quincy

5120 Air Compressor

6153509

Dayton

Air Dryer

0321A-31-8909-172N

Hankison

Air Dryer

Polybagger Weldotron 3 Station Feeder

Multibinder Macey

Skid Wrapper Muller

Winkjet & Tabber

2 Mosca Straps

Web Press Chiller Unit

(10) Handtrucks

(3) Hoists

Pile Turner Unit
Paper Baler Unit
Battery Charger Unit

1993 International 27' Box Truck
2003 Chevrolet 3500 Van
2001 Chevrolet 3500 Van
2005 Chevrolet 3500 Van
2002 Chevrolet 3500 Van
1999 Chevrolet 3500 Van
1997 GEO Tracker
2004 Trailer single axle
(2) 40' semi trailer/storage

Press Supplies:

ALK R Less	2 gal
Powder	9Box 99lb.
Fountain Solution	20 gal
Press Wash	35 gal
Gloss Varnish	50 lb
Dull Varnish	36 lb
No Wax Gloss Varnish	28 lb
Blankets	31
Dry Roller Compound	20 lb
D-Glaze	3 Bottles
EEZy Clean	3 Bottles
Ink Readi	11 Cans
On the Fly	12 Bottles
Aqurous Coating Cleaner	26 Bottles
Salt Crystal Remover	12 Bottles

Chrome Roller Cleaner	3 Bottles
Aqua image Plate Cleaner	7 Bottles
Velocity Plate Cleaner	9 Bottles
Metering Roller Cleaner	2 gal
Royal Flush	4 gal
Fountain Dryer	4 gal

Warehouse Racks	71 Sections
Racks in Machine Bindery	6 Sections
Shelf Racking Pressroom	4 Sections

Ink - Process Colors:	
Black	210 lbs
Cyan	270 lbs
Magenta	450 lbs
Yellow	300 lbs

Ink - Pantone Colors:	
Trans White	55 lbs
Black	40 lbs
Process Blue	60 lbs
Reflex Blue	60 lbs
Yellow	60 lbs
Warm Red	30 lbs
Rubine Red	60 lbs
Rhod Red	30 lbs
Purple	20 lbs
Green	30 lbs

Metals:

871	8 lbs	032
872	38 lbs	021
873	14 lbs	072
874	14 lbs	
875	7 lbs	
876	32 lbs	
877	25 lbs	
	35 lbs	
	10 lbs	
	20 lbs	

SCHEDULE B

1. Imaging Financial Services, Inc. d/b/a EKCC, June 28, 2006
2. Kodak Graphic Communications Company, January 9, 2006
3. NexPress Solutions, Inc., June 5, 2006
4. Pitney Bowes, August 25, 2009
5. Eastman Kodak Company, July 4, 2010
6. ComDoc Equipment Lease Agreement, July 11, 2006
7. CRC Information Systems, Inc., May 12, 2010

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Order was served via regular U.S. Mail, postage prepaid, upon those listed below, this _____ day of _____, 2010.

Deputy Clerk

Office of the United States Trustee
Howard Metzenbaum Courthouse
201 Superior Ave E Ste 441
Cleveland OH 44114

PAF Investments LLC
3100 Dundee Rd Ste 916
Northbrook IL 60062

Cavanaugh Law LLC
The Hanna Building
1422 Euclid Ave Ste 727
Cleveland OH 44115

Citizens Banking Co.
Attn. James McGookey, Esq.
100 E Water St
Sandusky OH 44870

McDonald Hopkins
Attn: Paul Linehan
600 Superior Ave S Ste 2100
Cleveland OH 44114

Richard Hottenroth, Esq.
126 S Market St
Galion, Ohio 44833

Robert Bordner
8758 Muirfield Dr
Naples FL 34109

First Federal Bank of Ohio
140 N Columbus St
Galion OH 44833

Anthony J. DeGirolamo, Esq.
Courtyard Centre Ste 307
116 Cleveland Ave NW
Canton OH 44702